



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



November 12, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**AGREEMENT WITH
CRESCENTA VALLEY SHERIFF'S SUPPORT GROUP
FOR USE OF A 2008 TOYOTA TUNDRA CREWMAX 4X4 TRUCK
(FIFTH DISTRICT) (3 VOTES)**

SUBJECT

The purpose of this document is to enter into a bailment agreement for the use of a 2008 Toyota Tundra Crewmax 4X4 truck, provided by the Crescenta Valley Sheriff's Support Group (Support Group). The Support Group is providing the vehicle primarily to tow the Crescenta Valley Mobile Sheriff's Station's Command Post for mountain search and rescue operations.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached agreement with the Support Group for the use of a 2008 Toyota Tundra Crewmax 4x4 truck, at no cost to the County, effective upon your approval and terminating in six (6) years.
2. Approve the County to indemnify and defend the Support Group from any and all liability arising out of the County's use or operation of the vehicle, other than liability resulting from defects or malfunctions related to acts or omissions of the manufacturer. The County will provide repairs and maintenance service for the vehicle.
3. Instruct the Executive Officer-Clerk of the Board to send a letter of appreciation to Lisa Dutton, President, Crescenta Valley Sheriff's Support Group, Post Office Box 12458, La Crescenta, California 91214, for the generous loan and use of this vehicle.

A Tradition of Service

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Support Group wishes to loan the use of a 2008 Toyota Tundra Crewmax 4X4 truck, Vehicle Identification Number 5TFDV54128X075711, for exclusive use by Los Angeles County Sheriff's Department (Department) personnel assigned to the Crescenta Valley Sheriff's Station search and rescue operations.

Implementation of Strategic Plan Goals

Acceptance of this donation supports the County's Strategic Plan Goals 1 and 2, for Service Excellence and Workforce Excellence. The truck will enhance both the quality and productivity of services provided by the Crescenta Valley Sheriff's Station's search and rescue personnel.

FISCAL IMPACT/FINANCING

The County of Los Angeles will hold the title as registered owner only. The Support Group will hold legal title. All liability insurance and fuel will be provided and paid for by the Department. All general maintenance and repairs necessary for the daily operation of the vehicle will be provided by the County. The Department's general operating budget will offset the cost of fuel and all general maintenance.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The vehicle will be on loan to the Department for a period of six (6) years. Either party may terminate the agreement with five (5) days advance written notice. In addition, the agreement requires that the County indemnify the Support Group for any and all liability arising out of the County's use or operation of the vehicle.

CONTRACTING PROCESS

See the attached Bailment Agreement for detailed information.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact of current County services.

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CONCLUSION

Upon the Board's approval, please return an adopted stamped copy of the letter and the agreement to the Department's Communications and Fleet Management Bureau, Attention: Ms. Sandra Engelbart, 1277 North Eastern Avenue, Los Angeles, California 90063.

Sincerely,

A handwritten signature in cursive script that reads "Leroy D. Baca". The signature is written in dark ink and is positioned above the printed name and title.

LEROY D. BACA
SHERIFF

BAILMENT AGREEMENT

This Bailment Agreement ("Agreement") is made and entered into this 12TH day of NOV. 2008, by and between the County of Los Angeles, hereinafter referred to as "COUNTY" and the Crescenta Valley Sheriff's Support Group.

1. **Bailment of Property:** Crescenta Valley Sheriff's Support Group hereby bails a 2008 Toyota Tundra Crewmax 4X4 truck, Vehicle Identification Number 5TFDV54128X075711 which is hereinafter referred to as the "Vehicle."

2. **Term of Bailment:** The term of this Agreement shall be for six (6) years, commencing on the date first written above, unless sooner terminated or extended, in whole or in part, as set forth herein.

3. **Safekeeping and Maintenance:** COUNTY shall exercise due care for the safekeeping of the Vehicle. COUNTY will provide all necessary maintenance and repairs at no cost to the Crescenta Valley Sheriff's Support Group. COUNTY has the right to inspect said Vehicle prior to acceptance. The Crescenta Valley Sheriff's Support Group shall assume responsibility for ensuring that the Vehicle has been inspected or otherwise tested in accordance with the laws of the State of California and the United States. COUNTY shall inspect the Vehicle upon delivery and by acceptance thereof finds the Vehicle is in good working order and condition. COUNTY shall maintain the Vehicle in good working order and condition, ensure proper servicing and shall comply in every respect with any manufacturer's/owner's manual that comes with the Vehicle. COUNTY shall pay for normal service required for the proper operation of the Vehicle. COUNTY shall pay for all washing, parking, garage, highway/road service tolls, and fines incurred in connection with the use of the Vehicle. The Sheriff's Department will provide, install and maintain all required equipment including voice radios, lights, sirens and graphics. All required equipment installed by the Sheriff's Department will be removed from the Vehicle prior to return of the Vehicle to Crescenta Valley Sheriff's Support Group.

4. **Indemnification:** COUNTY agrees to indemnify and defend Crescenta Valley Sheriff's Support Group from any and all liability, losses, or damages the Crescenta Valley Sheriff's Support Group may suffer and from any claims, demands, costs, or judgments against the Crescenta Valley Sheriff's Support Group arising out of COUNTY's use or operation of the Crescenta Valley Sheriff's Support Group's Vehicle. This indemnification does not extend to any liability resulting from inherent defects or malfunctions in such Vehicle related to manufacturer's acts or omissions.

5. **Titles:** Legal title to the Vehicle is, and shall at all times, remain in the name of Crescenta Valley Sheriff's Support Group. COUNTY shall hold title as the registered owner only. The Vehicle shall not be transferred or delivered to any persons other than Crescenta Valley Sheriff's Support Group without the Crescenta Valley Sheriff's Support Group's prior written consent.

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6. **Cost:** Except as otherwise set forth in this Agreement, COUNTY's use of this Vehicle shall be at no cost.

7. **Inspection by County:** COUNTY agrees to allow the Crescenta Valley Sheriff's Support Group to inspect the Vehicle or otherwise observe it at such times and locations as mutually agreed upon. COUNTY shall provide the Crescenta Valley Sheriff's Support Group with such mileage, safety, operating, and other information, or copies of any such records maintained by COUNTY with respect to the Vehicle as the Crescenta Valley Sheriff's Support Group or any government agency may require from time to time.

8. **Use Of Vehicle:** COUNTY may use the Vehicle for any lawful purpose, including use in connection with investigations and law enforcement activities in all areas under the COUNTY's jurisdiction. COUNTY shall not use or operate the Vehicle in violation of any federal, state, local or provincial law, rule, regulation, or ordinance including those pertaining to the age and licensing of drivers. Under no circumstances shall COUNTY disconnect the Vehicle odometer or other mileage recording devices. Nor shall the Vehicle be used or operated as follows:

- a) In a manner subjecting it to depreciation above the normal depreciation associated with law enforcement use.
- b) For an illegal purpose or by a person under the influence of alcohol or narcotics.

9. **Risk of Loss:** COUNTY shall assume all risks of loss to the Vehicle:

- a) From the time it is delivered by the Crescenta Valley Sheriff's Support Group to COUNTY and upon inspection and acceptance by COUNTY.
- b) Until the Vehicle is returned to Crescenta Valley Sheriff's Support Group at its place of business.

Upon inspection/acceptance, COUNTY shall be responsible for any and all damages to the Vehicle except those damages caused by negligence or defects in the original factory design, manufacture, or assembly of said Vehicle. In the event of damages to the Vehicle, COUNTY shall notify the Crescenta Valley Sheriff's Support Group to that effect and follow such instructions that the Crescenta Valley Sheriff's Support Group may provide with respect to repair or disposal of the Vehicle. If the Vehicle is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the Crescenta Valley Sheriff's Support Group's agreement as to such condition), COUNTY shall

properly notify the Crescenta Valley Sheriff's Support Group thereof and hold any wreckage for disposal by the Crescenta Valley Sheriff's Support Group. With respect to any loss, theft or damage to the Vehicle, COUNTY and the Crescenta Valley Sheriff's Support Group shall negotiate the value for a comparably equipped Vehicle in a condition similar to the lost, stolen, or destroyed Vehicle immediately prior to any such loss.

10. **Termination:** Either party may terminate this Agreement by giving five (5) days advance written notice. Upon termination of this Agreement, COUNTY shall immediately return the Vehicle to the Crescenta Valley Sheriff's Support Group.

11. **Amendments:** No variation, modification, change, or amendment to this Agreement shall be binding upon any party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by all parties. This Agreement shall not be amended or modified by oral agreements or understandings among the parties or by any acts or conduct of the parties.

12. **Notices:** All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified below. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Los Angeles County Sheriff's Department
Attn: Captain David M. Silversparre
4554 N. Briggs Ave
La Crescenta, CA 91214

Crescenta Valley Sheriff's Group
Attn: Lisa Dutton, President
P.O. Box 12458 La Crescenta, CA 91214

13. **Independent Contractor:** This Agreement is by and between COUNTY and the Crescenta Valley Sheriff's Support Group and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and the Crescenta Valley Sheriff's Support Group. The employees and agents of one party shall not be construed to be

employees and agents of the other party.

14. **Governing Law, Jurisdiction, and Venue:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Crescenta Valley Sheriff's Support Group agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

15. **Validity and Waiver:** If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby. No waiver by COUNTY of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

16. **Assignment:** A party shall not assign its rights or delegate its duties under this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

17. **Publicity:** Neither party shall identify the other party as a joint venturer or partner or otherwise characterize the arrangement between them as anything other than a bailment.

18. **Force Majeure or no Consequential Damages:** The Crescenta Valley Sheriff's Support Group shall not be liable for any failure in performing any provision hereof due to fire or other casualty, labor difficulty, government restriction, or any cause beyond the Crescenta Valley Sheriff's Support Group's control. In no event shall the Crescenta Valley Sheriff's Support Group be liable for any loss of profits, other consequential damages, or inconvenience due to any theft, damage loss, delay, or failure of the Vehicle, or the time consumed in recovering, repairing, servicing, or replacing the same.

19. **Integrated Agreement:** This Agreement constitutes the entire understanding of the parties, and no representations or promises have been made that are not fully set forth herein. The parties understand and agree that no modifications of

this Agreement will be binding unless such modification is in writing, duly accepted, and executed by both parties pursuant to Section 11 of this Agreement.

[Continued on following page for signatures]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed on its behalf by its duly authorized officers, as of the date first indicated above.

COUNTY OF LOS ANGELES

Crescenta Valley Sheriff's Support
Group

By *Gloria B. Bente*
Chair, Board of Supervisors

By *Lisa Dutton*
Lisa Dutton, President

Attest: Sachi A. Hamai
Executive Officer-Clerk
of the Board of Supervisors



By *[Signature]*
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *[Signature]*
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel:

By *[Signature]*
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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